
Exhibit “V”

Fax sent by

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AGENCY ADDENDUM TO THE EXPERIAN STANDARD TERMS AND CONDITIONS

This Agency Addendum (the "Addendum") to the Experian Standard Terms and Conditions, dated 11/2/10 (the "Agreement"), currently in place between Client and Experian amends and supplements that Agreement.

In consideration of the promises and other good and valuable consideration, and intending to be legally bound, Experian, Client and Agent agree as follows:

1. Client's Data Agency. Client has entered into an agreement with CARDWORKS (an LLC corporation, with an address at 181 CRASSWAY PKW WOODBURY, MD 21797 and a telephone number of (410) 576-0924 ("Agent"), pursuant to which Agent will act as Client's agent, and from time to time and on behalf of Client, will use credit information and credit scores (some of which are proprietary to Fair Isaac Corporation ("Fair Isaac") and some of which are proprietary to Experian) received from Experian solely to assist Client with certain credit information processing. Agent, as the agent for Client and on behalf of Client, will be entitled to receive all of the information and output of information and credit scores provided directly or indirectly by Experian ("Scores") that Client would be entitled to receive under the terms of the Agreement and applicable Schedule(s).

2. Agent Payment of Fees. Experian will invoice Client for Experian's fees (the "Fees") for performing the credit information processing services for Client. Client agrees to pay the Fees in accordance with the terms of the Agreement.

3. Agent Compliance with Agreement. Agent agrees to abide by all of the terms and conditions, including but not limited to the Client Use, Confidentiality and Intellectual Property provisions of the Agreement and applicable Schedule(s). ~~Client will ensure that Agent abides by the terms and conditions of the Agreement.~~ Without limiting the foregoing, Agent acknowledges that the Scores are proprietary to Fair Isaac and/or Experian and the Agent agrees that it will not provide the Scores to any other party other than the Client without prior written consent from both Experian and Fair Isaac (with respect to Fair Isaac's proprietary Scores) or Experian (with respect to Experian's Scores) or use the Scores for any purpose other than in connection credit information processing required by the Client. Agent agrees that it will not (i) use the Scores for model development, model validation (as defined below), reverse engineering, or model calibration or (ii) resell the Scores or use the Scores to maintain or populate a Prospect Database unless the appropriate Prospect Database End User agreement has been executed between Experian and the Client. For purposes of the foregoing, "validation" shall mean the process wherein Scores are calculated to demonstrate a Score's ability to rank-order the outcome (such as a payment default or bankruptcy) among a group of a Client's customers, prospects or applicants, including score distribution and account performance measures (including delinquency, charge-off, bankruptcy, and revenue). Agent acknowledges and agrees that Fair Isaac is a third party beneficiary of the provisions of this paragraph 3, with right of enforcement.

4. Agent Acceptance by Agent. Agent, shall acknowledge its acceptance and willingness to abide by all of the terms and conditions of this Addendum and Agreement by signing below. Agent agrees to keep the terms and conditions and all matters relating to the Agreement in strict confidence.

All of the terms and conditions in the Agreement or Schedule(s) not amended herein shall remain in full force and effect. This Addendum and the Agreement may only be modified by the written consent of the parties.

This Addendum, together with the Schedule(s) and the Agreement as amended herein constitutes the entire agreement between the parties with respect to the services provided hereunder and supersedes all prior proposals and agreements, both written and oral, and all other written and oral communications between the parties.

Experian Information Solutions, Inc.	
By: _____	Signature (Only Authorized Representative Only)
Name: _____	Print
Title: _____	
Addendum Effective Date: _____	

* Vion Holdings II LLC
Print or Type Full Legal Name of Company
By: Gina M. Jacobelli
Signature (Only Authorized Representative Only)
Name: Gina M. Jacobelli
Print
Title: Executive V.P.

"Agent"
By: Brian Bennett
Signature (Only Authorized Representative Only)
Name: Brian Bennett
Print
Title: VP OPERATIONAL RISK
Print

Agency Addendum with Client Pays
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